

KEH:pf
12/17/80

Misc. Contracts & Agreements
No. 7445

SPECIAL CITY ALLOTMENT AGREEMENT
PROJECT BY CITY

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; and the CITY OF ELGIN, a municipal corporation of the State of Oregon, acting by and through its City Officials, hereinafter referred to as "City".

W I T N E S S E T H

RECITALS

1. By the authority granted in ORS 366.800 and 366.805, there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 (\$250,000) Dollars, and said sum has been set up in a separate account to be administered by the Transportation Commission and to be spent each year by said Commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic.

2. By the authority granted in ORS 366.805(3), City has requested State to consider a project for the improvement of:

N. 10TH AVENUE (DIVISION STREET TO HARTFORD STREET)
GALVESTON STREET (N. 9TH AVENUE - N. 10TH AVENUE)

a. Said improvement shall consist of:

N. 10TH AVENUE: 2-Inch Asphaltic Concrete Overlay
GALVESTON: Shape, leveling course, 2-Inches Asphaltic Concrete

Attached hereto, marked "Exhibit A" and by this reference made a part hereof, is a sketch map showing the location and approximate limits of said project.

3. State has considered request of City for project and has determined that street, or streets or portions thereof, need to be improved.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, and IN CONSIDERATION of the covenants, conditions, provisions, and terms hereinafter set forth, it is agreed by and between State and City as follows:

THINGS TO BE DONE BY STATE

1. State shall pay its share of the total costs in the following manner:

- (1) State shall, upon approval of the project agreement, advance city one-half (50 percent) of the estimated cost of the project, not to exceed \$12,500.
- (2) State will make periodic and final inspection and upon acceptance of work, prepare data for final payment to City. Total payments to City, including advance payment, shall not exceed a total of \$25,000.

THINGS TO BE DONE BY CITY

1. City shall adopt an ordinance or resolution, as the case may be, authorizing the Mayor and Recorder to enter into this agreement, and the same shall be made a part hereof and attached hereto.

2. City shall provide all right-of-way at its sole expense. The acquisition of real property must comply with current Oregon law, namely ORS 281.045 through ORS 281.105.

3. City shall relocate or reconstruct, or cause to be relocated or reconstructed, all privately or publicly-owned utility conduits, lines, poles, mains, pipes, and all other facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the project in order to conform the utilities and other facilities with the plans and the ultimate requirements of the project, at their sole expense, and certify same to the State.

4. City shall prepare, or cause to be prepared, the plans and specifications for said project and advertise the project, contract the work, do the construction engineering and make the contract payments to perform and accomplish the work.

5. City shall submit two sets of the plans and specifications to State, and acknowledge the right of the State to review and approve prior to advertising the project for bids.

6. City or its consultant shall assume the responsibility of construction engineering on City administered projects.

7. City shall during the course of the work, accumulate and retain documentation for all project costs.

8. Upon completion of the project, City shall certify to State that the project is completed in substantial conformance with the plans and controlling specifications, along with a billing for the remaining cost of the project which, when added to the amount previously advanced by State, shall not exceed the actual total cost of the project or \$25,000, whichever is the lesser.

9. City understands and agrees that State's participation in said project is solely for benefit of City and that State, by said participation does not assume any jurisdiction or control over said street or streets, or portions thereof.

10. Upon completion of the project, City shall, unless otherwise agreed maintain the project.

11. City understands those streets or portions of streets, upon which SCA funds have been expended, are not eligible for additional SCA funds for a period of ten (10) years following the approval of such funds.

12. City understands that if the project is cancelled by City, after City has received the advance of one-half (50 percent) of the estimated cost of the project, they will be responsible to repay the full amount of the advance.

GENERAL PROVISIONS

1. The parties hereto mutually agree and understand that the costs of said project shall be apportioned between and paid for by State and City as follows: State shall pay the cost of the project, not to exceed Twenty-five Thousand and No/100 (\$25,000) Dollars, and City shall pay any additional cost of the project in excess of said Twenty-five Thousand and No/100 (\$25,000) Dollars.

- a. The cost of engineering services performed by the City or the City's consultant shall be included in the project cost. However, to be eligible for payment, engineering must be documented.

2. It is further agreed and understood by the parties hereto that this agreement shall become null and void if the contract for construction of this project is not completed within 2 years of the date of Commission approval, unless extension is granted by State.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals. City has acted in this matter pursuant to Resolution No. _____ adopted by its City Council on the _____ day of _____, 19____.

This project was approved by the Oregon Transportation Commission on November 25, 1980, at which time the State Highway Engineer was authorized and directed to sign the necessary agreements for and on behalf of the Commission. Said authority is set forth in the Minutes of the Oregon Transportation Commission.

RECOMMENDED FOR APPROVAL

Region Engineer

STATE OF OREGON, by and through
its Department of Transportation,
Highway Division

State Highway Engineer

Date _____

CITY OF ELGIN, OREGON, a
municipal corporation acting by and
through its corporate officers

By
Mayor

By
City Recorder

PROPOSED PROJECT

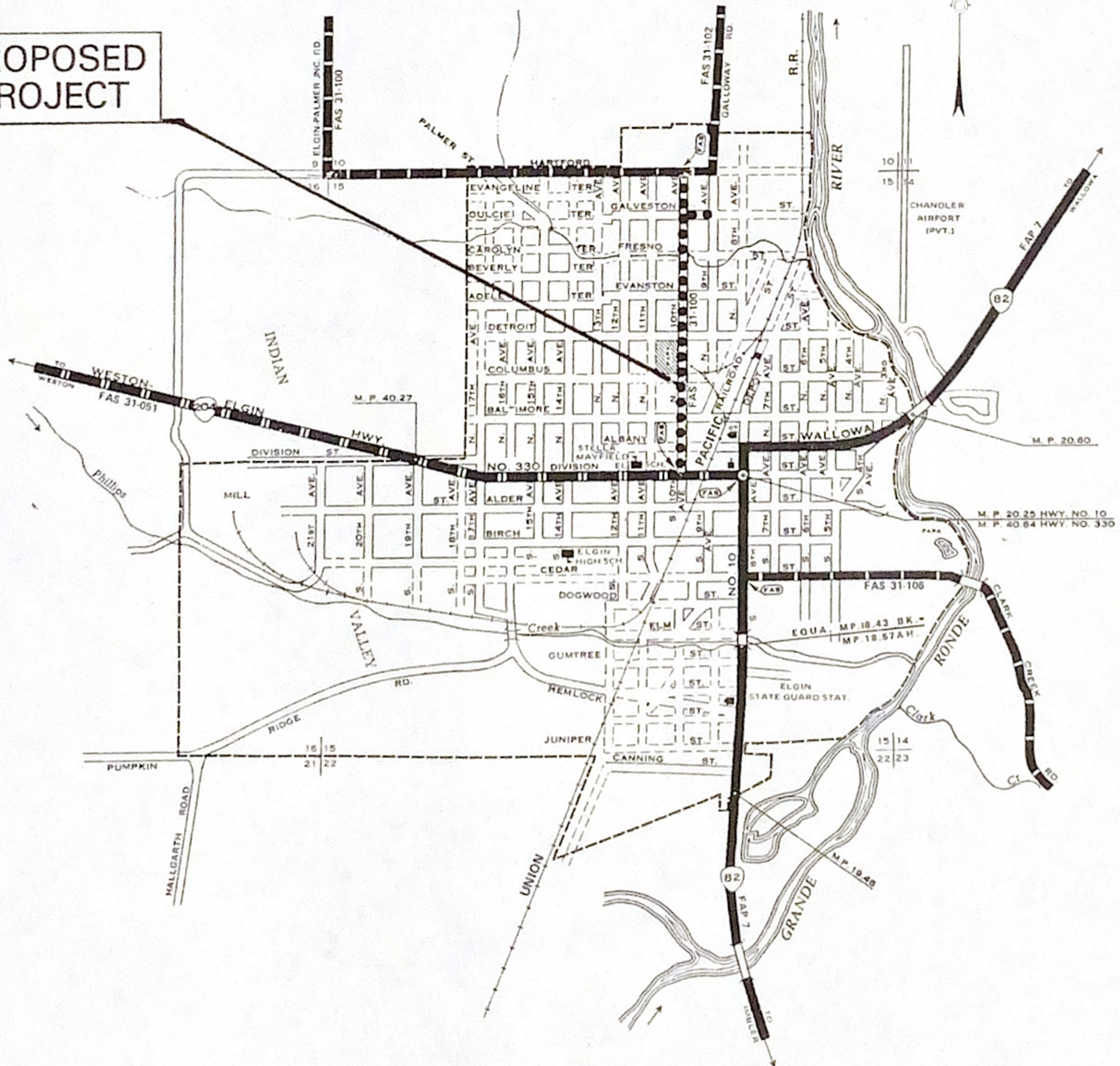


EXHIBIT A

T1N R39E W.M.

ELGIN

UNION COUNTY, OREGON

LEGEND

- FEDERAL AID INTERSTATE SYSTEM
- FEDERAL AID PRIMARY SYSTEM
- FEDERAL AID SECONDARY SYSTEM STATE
- FEDERAL AID SECONDARY SYSTEM COUNTY
- OTHER FEDERAL AID SECONDARY LOCAL
- TERMINATION OF FA SYSTEM
- DIVIDED HIGHWAY
- UNDIVIDED HIGHWAY - NO. OF LANES
- STREET OPEN FOR TRAVEL
- STREET DEDICATED BUT NOT OPEN

- INTERSTATE NUMBERED ROUTE (FAS)
- U.S. NUMBERED ROUTE
- STATE NUMBERED ROUTE
- POST OFFICE
- SCHOOL
- CITY CENTER
- R.R. DEPOT
- CITY LIMITS
- PUBLIC BLDG
- CITY HALL
- COURT HOUSE
- ARMORY
- LIBRARY

PREPARED BY THE
OREGON STATE HIGHWAY DIVISION
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

Population 1590
Scale in Feet

Revised July 1975